

A. G. Contract No. KR95 1086TRN
ADOT ECS File: JPA 95-91
Project: G1050 47C
Section: Industrial Way ESP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY, ARIZONA

THIS AGREEMENT is entered into 3 AUGUST, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251, 41-1513 and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the County.

3. The County has requested Economic Strength Project
(ESP) funds in the amount of \$461,700.00; the Arizona
Department of Commerce and the Economic Development Commission
have recommended the approval of such funds for the County, and
the Transportation Board has approved the funding, for the
construction of improvements to Industrial Way road to provide
improved access to local businesses, and aid in the retention
and development of local business, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19972</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/03/95</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The County will:

a. Insure the additional commitment of twenty five percent (25%) of the total estimated Project cost, or \$154,677.00, whichever is more, from the County or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the County and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004), in the amount of \$200,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by payrolls, invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of an invoice, advance the County ESP funds in the amount of \$461,700.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed seventy five percent (75%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual unless assumed by other competent authority, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Mohave County
County Manager
Box 7000
Kingman, AZ 86401

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY

STATE OF ARIZONA

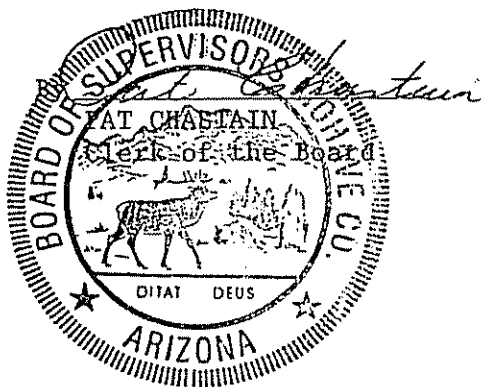
Department of Transportation

PAT HOLT

By *Pat Holt*
~~JOANNEYNAKE~~, Chairman
Board of Supervisors

By *Jay Klagge*
JAY KLAGGE, Director
Transportation Planning

ATTEST:



RESOLUTION

BE IT RESOLVED on this 26th day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through Deputy Director, to enter into an agreement with Mohave County to define terms and responsibilities for the State to convey Economic Strength funds to the County.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 95-311

WHEREAS, the Board of Supervisors of Mohave County met in Special Session this 17th day of July, 1995, and

WHEREAS, the Mohave County Board of Supervisors has determined that it would be in the best interest and safety of the citizens of Mohave County to enter into an agreement with the Arizona Department of Transportation Planning Division, for the purpose of defining responsibilities for the pass-through of economic strength project funds for the improvements of a road in the Yucca area known as Industrial Way, and

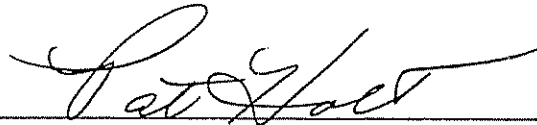
WHEREAS, Mohave County is empowered by Section 11-951, Arizona Revised Statutes to enter into agreements and acting by and through its Department of Transportation has resolved to enter into an agreement, and

WHEREAS, the Board of Supervisors of Mohave County has resolved to enter into an agreement, and Mohave County Board of Supervisors hereby approves an Intergovernmental Agreement between the State of Arizona through its Department of Transportation.

WHEREAS, Pat Holt, Chairman of the Mohave County Board of Supervisors is hereby authorized to sign the Intergovernmental Agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED APPROVED AND ADOPTED this 17th day of July, 1995.

MOHAVE COUNTY BOARD OF SUPERVISORS


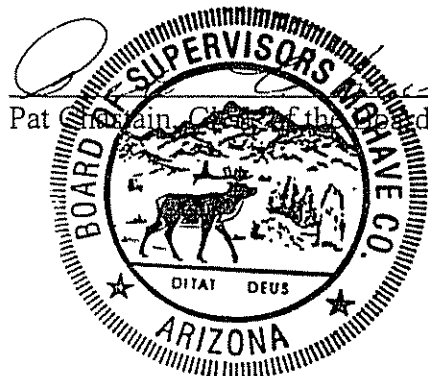


Pat Holt, Chairman

ATTEST:

THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF RESOLUTION
AS APPROVED AND AS ON FILE IN THE
OFFICE OF THE MOHAVE COUNTY BOARD OF
SUPERVISORS.

ATTEST:



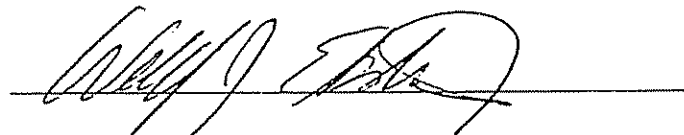
Pat Chastain, Clerk of the Board

JPA 95-91

APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of July, 1995.


Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1086-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of July, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/16